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# *Cooperative Agreement*

COOPERATIVE AGREEMENT

Between

U. S. Fish and Wildlife Service  
Hanford National Wildlife Refuge Complex  
and

The Hanford Fire Department, Operated by DynCorp Tri-Cities Services, Inc.

1. Purpose

This Cooperative Agreement is entered into between the U. S. Fish and Wildlife Service, Hanford National Wildlife Refuge Complex (HNWRC), hereinafter referred to as the Service, and the Hanford Fire Department, hereinafter referred to as HFD, to providing fire protection and wildfire suppression for the Service managed lands located within the Hanford Site boundaries in Benton County, Washington .

2. Authority

- A. Fire Protection Act of September 20, 1922 (16 U.S.C. 594), as amended.
- B. Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856, 1856a and b), as amended.
- C. Contract No. R006-96PR13426.000, dated June 20, 1997, between the U. S. Department of Energy (DOE) and the U. S. Fish and Wildlife Service.

3. Scope

A. The HFD agrees to:

- 1. Provide first response fire fighting personnel and equipment (units) as available for fires within the boundaries of the Fitzner/Eberhardt Arid Lands Ecology Reserve (ALE);
- 2. Provide ongoing fire fighting, medical, and overhead team services as available, and at the request of the Service;
- 3. When necessary, request and use the services of HFD's Mutual Aid partners willing and able to respond to a request for assistance;
- 4. Notify the Service as immediately when a fire occurs and HFD responds to a fire on ALE. Notification will be made to one Service representative by either State Radio or telephone, whichever means provides first contact. Personnel and telephone numbers of Refuge personnel are available in the dispatch plan.
- 5. Avoid the use of tractors, graders and all other ground surface breaking/modifying equipment without prior approval of the Service, except when the use of such equipment is essential to protect life, private property, or prevent the spread of fire to the Hanford Site east of Highway 240. The final decision on the use of such equipment rests with the Incident Commander.

6. Review, process and forward to the Service for payment, all claims from supporting fire agencies (listed in Appendix A), contractors, and other service providers.
7. Given the fact that a major fire occurred on ALE while this agreement was in the process of being revised, bill the Service the full cost of all support from non-Service agencies participating in the Elk Meadows fire and any subsequent fires which might occur during the negotiations leading to this agreement. Subsequent to receipt of payment from the Service make payment to the other participating agencies.

**B. The Service agrees to:**

1. Provide, at its own expense, first response and initial attack with its own equipment and personnel as may be available from its Columbia National Wildlife Facility in Othello, WA, on wildland fires occurring within the boundaries of ALE and on adjacent private lands;
2. Arrange, at its own expense, air support and any additional resources available from federal agencies;
3. Assist in wildland fire suppression on lands surrounding, but not adjacent to, the HNWRC, when requested by the HFD and determined to be practical by the Service's Fire Management Officer (FMO) or Project Leader if no FMO is available. The assistance will be provided at the Service's expense; and,
4. Make payment to HFD for the full costs of all non-Service agencies participating in fires occurring during the period of contract negotiations.
5. Reimburse the participating TriCounty agencies (listed in Appendix A) for costs incurred during support to fire fighting efforts on ALE, per the claims submitted through HFD. HFD is relieved from responsibility for the resolution of any claim.

**C. Command and Control:**

1. HFD will perform as the Incident Command agency in coordination with the Service until a qualified Service FMO is on scene. At that point, the FMO and the HFD Incident Commander will establish Unified Command.
2. Units dispatched in response to a request under this agreement will operate under the immediate supervision and control of the officer or person in charge of the unit. That officer or person will direct his units activities in accordance with instructions/assignments made by the Incident Commander or the joint Incident Command Team.
3. HFD will coordinate the call out of additional overhead personnel from participating TriCounty agencies, if such personnel are deemed by the Incident Commander to be required.

**4. Schedule of Reimbursable Costs**

- A. Upon receipt of an itemized invoice, the Service agrees to reimburse actual and reasonable costs incurred by HFD, including the costs of other Hanford Site Contractor organizations, costs of contracted off-site services such as catering, portable toilets, and crew housing; and all such costs of other supporting agencies. Personnel reimbursement will be at



the invoicing agency's total cost of compensation for both paid and volunteer personnel according to Washington State Fire Services Resource Mobilization Plan direction. Equipment reimbursement will be at Washington State Association of Fire Chiefs' rates for appropriate equipment not listed on Service rate tables; and at rates established by the agency owning the equipment for all other appropriate equipment items.

- B. The minimum compensation for any call out period is two hours of work time for each person on the fire and one hour for each equipment unit.
- C. The Service will reimburse participating agencies for the cost of repair or replacement for any equipment lost or damaged resulting from traveling to the event scene, fighting a fire or transit home following demobilization from a fire. Any agency requesting reimbursement will submit an itemized invoice and any appropriate accident, loss, or damage reports.
- D. The Service will reimburse HFD for post fire costs of incident related reports and the preparation of financial documentation packages.

5. Term of Agreement

- A. This agreement will remain in effect from the date of its execution through September 30, 2000; unless sooner terminated by action of the Service's agreement with DOE or as stated below.
- B. This Agreement will be reviewed annually by the Service and HFD to determine whether any revisions are necessary.
- C. Furthermore, either party may terminate this agreement upon thirty (30) days written notice to the other. Any invoices in process from a fire occurring prior to the termination date will be paid even if submitted following termination.

6. Financial Administration

- A. Cost Accounting code (*provided by the Service*) will be in the following format and included on all correspondence and invoices. 13511-9261-XXXX. The Service's checks will be made payable to: DynCorp Tri-Cities Services, Inc.
- B. The HFD will submit an itemized invoice to the Service's Project Leader showing the number and type of units, unit cost, number, and names of fire fighters, and total costs. Personnel must be current enrolled members of the HFD, members of other supporting Hanford site organizations, or members of other local fire departments responding at the request of HFD or the Service.
- C. HFD personnel will provide Overhead Team services on an as required basis to include time keeping for equipment and personnel. Documentation of personnel and equipment time will be performed utilizing Washington State Department of Emergency Management forms wherever possible, and the forms of other participating agencies such as DNR, when requested by those agencies. Bills for support services provided by caterers and other contractors will be forwarded for payment in the form received.
- D. HNWRC shall add funds to this agreement for each fire in order to reimburse HFD and obligate funds as necessary.

7. Project Offices

David Goeke, Project Leader  
U. S. Fish and Wildlife Service  
Columbia NWR and  
Hanford National Wildlife Refuge Complex  
PO Drawer F / 735 E. Main St.  
Othello, WA 99344

Telephone: (509) 488-2668

Donald Good, Chief  
Hanford Fire Department  
DynCorp Tri-Cities Services, Inc  
1430 Steven Center Place  
PO Box 1400 MS S3-97  
Richland, WA 99352

Telephone: (509)373-1311

8. Special Provisions

- A. Changes: This agreement may be amended by either party as the need arises. No change will be binding unless mutually agreed in writing and signed by the responsible parties.
- B. Maintenance of equipment needed to fulfill the support contemplated by this Agreement shall be at the expense of the agency owning or leasing the equipment.

This agreement consists of seven pages including exhibit A and is effective once executed and dated by the principal parties first designated below.

HANFORD FIRE DEPARTMENT

U.S. FISH AND WILDLIFE SERVICE

Date: 9/17/98

Date: 9/29/98

/s/ D. E. Good  
D. E. Good  
Chief, Hanford Fire Department  
DynCorp Tri-Cities Services, Inc.

/s/ William W. Marshall  
Name: Acting  
Title: ARD, Refuges and Wildlife

/s/ M. D. Dallas  
M. D. Dallas  
Director, Operations  
DynCorp Tri-Cities Services, Inc.

/s/ James E. Foster  
Name: FWS-10072  
Title: Contract Sufficiency Review

/s/ M. B. Wilson  
M. B. Wilson  
Manager, Contract Services  
DynCorp Tri-Cities Services, Inc.

**Appendix A to  
USF&WS - HFD/DTCSI Cooperative Agreement**

**List of Potentially Participating TriCounty Agencies**

Benton County Fire District # 1  
Benton County Fire District # 2  
Benton County Fire District # 3  
Benton County Fire District # 4  
Benton County Fire District # 5  
Benton County Fire District # 6  
Franklin County District # 3  
Walla Walla County Fire District # 4  
Walla Walla County Fire District # 5  
Benton County Emergency Services  
Franklin County Emergency Services  
City of Richland  
City of Kennewick  
City of Pasco  
City of Prosser  
City of College Place  
Hanford Site Emergency Preparedness  
Miscellaneous Hanford Site organizations which provide support services such as Hanford  
Patrol, traffic control, heavy equipment operation, vehicle maintenance, vehicle fueling,  
facilities Management, material delivery, etc..